



BUYER REPRESENTATION AGREEMENT & AGENCY DISCLOSURE

THIS IS A LEGALLY BINDING DOCUMENT – READ CAREFULLY BEFORE SIGNING

THIS AGREEMENT is entered into on this _____ day of _____, _____ by and between Stringham West Realty (the “Company”) and _____ (the “Buyer”).

1. AGREEMENT TO REPRESENT. The Buyer hereby retains the Company including _____ (the Buyer’s Agent) as the authorized agent for the Company to act as the [] EXCLUSIVE [] NON-EXCLUSIVE Buyer’s Agent in locating and/or negotiating for the acquisition of a property. This Agreement begins on the date first shown above and ends on the earlier of _____, _____ or closing of the acquisition of a property. If this Agreement is exclusive, during the term of this Agreement, the Buyer agrees not to enter into another buyer representation agreement with another real estate agent or brokerage within _____ (Name of County/Counties).

2. AGENCY RELATIONSHIPS. The following is a very important explanation about agency relationships between the buyer, the seller, the Company, and the real estate agents affiliated with the Company.

2.1 Principal or Branch Broker. All real estate agents must affiliate with a real estate broker. The broker is called a Principal Broker. The broker is responsible for operation of the brokerage and for the professional conduct of all agents affiliated with the broker.

2.2 Representing Buyers and/or Sellers. Through the broker, an agent may represent a seller, a buyer, or, with prior written consent, both buyer and seller in the same transaction. When representing a seller, the agent is a “Seller’s Agent”; when representing a buyer, the agent is a “Buyer’s Agent”; and when representing both buyer and seller in the same transaction, the agent is a “Limited Agent”.

2.3 Requirement of Written Agreement. To represent a buyer, a seller, or both, a written agreement is required by state law. Except as provided below, the Principal or Branch Broker also represents whomever the agent represents; and regardless of whom the agent represents, the agent owes a duty of honesty and fair dealing to all parties.

2.4 Seller’s Agent. A Seller’s Agent assists the seller in locating a buyer and in negotiating a transaction suitable to the seller’s specific needs. A Seller’s Agent has fiduciary duties to the seller which include loyalty, full disclosure, confidentiality, diligence, obedience, reasonable care, and holding safe monies entrusted to the agent.

2.5 Buyer’s Agent. A Buyer’s Agent assists the buyer in locating and negotiating the acquisition of a property suitable to that buyer’s specific needs. A Buyer’s Agent has the same fiduciary duties to the buyer that the Seller’s Agent has to the Seller.

2.6 Limited Agent. A Limited Agent represents both the buyer and seller in the same transaction and assists both parties in negotiating a mutually acceptable transaction. A Limited Agent has fiduciary duties to both parties; but those duties are “limited” because the agent cannot give both buyer and seller undivided loyalty, full confidentiality, and full disclosure. For that reason, a Limited Agent must remain neutral when negotiating a transaction between buyer and seller.

2.7 Right to Designate an Agent. When choosing a brokerage, the seller or buyer may designate which agent or agents in that brokerage will represent them as their respective Seller’s Agent or Buyer’s Agent. By signing this Agreement, the Buyer designates the following agent(s) to represent the Buyer (check applicable box):

Buyer’s Initials _____ [] BUYER’S AGENT AND THE PRINCIPAL/BRANCH BROKER; or
[] ALL AGENTS IN THE COMPANY AND THE PRINCIPAL/BRANCH BROKER

2.8 In-House Sale. If the Company is representing both the buyer and seller in the same transaction (through one or more agents) it is referred to as an “In-House Sale”. Most In-House Sales involve limited agency and there is the potential for conflict. For example, agents affiliated with the Company often discuss with each other the needs of their respective clients. For that reason, the Company has policies designed to protect the confidentiality of discussions between agents and access to confidential clients and transaction files.

2.9 Disclosure Obligation. The buyer and seller must be informed in writing if the proposed transaction is an In-House Sale. Although it is the business practice of the Company to participate in In-House Sales, neither the buyer nor the seller is required to do so. Due to the potential for conflict, if the buyer and seller agree to an In-House Sale they will each be asked to sign a Limited Agency Consent Agreement before starting negotiations.

2.10 Out of town or Unavailable. The Buyer authorizes the Buyer’s Agent or the Principal/Branch Broker to appoint another agent in the Company to temporarily represent the Buyer, if necessary, in the event the Buyer’s Agent or the Principal/Branch Broker will be unavailable to assist the Buyer.

3. COMPANY REPRESENTATIONS REGARDING PROPERTY. The Company and the Buyer's Agent are trained in the marketing of real estate. Neither the Company nor the Buyer's Agent is trained to provide the Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. Accordingly, *neither the Company nor the Buyer's Agent will make any representations or warranties regarding the physical or legal condition of any property selected by the Buyer*, including, but not limited to: the condition of appliances; heating/cooling equipment and systems; plumbing/electrical fixtures and equipment; roof or foundation; exact square footage, lot size; or property boundaries. The Company and the Buyer's Agent **STRONGLY RECOMMEND THAT IN CONNECTION WITH ANY OFFER TO ACQUIRE A PROPERTY**, the Buyer retain the professional services of legal and tax advisors, property inspectors, surveyors, and other professionals to satisfy the Buyer as to all aspects of the physical and legal condition of the property.

4. BUYER DUTIES/REPRESENTATIONS. The Buyer will: (a) in all communications with other real estate agents, notify the agents in advance that the Buyer has entered into this Agreement with the Company (b) furnish the Buyer's Agent with relevant personal and financial information to facilitate the Buyer's ability to acquire a property; (c) exercise care and diligence in evaluating the physical and legal condition of the property selected by the buyer; (d) upon signing of this Agreement, personally sign the Buyer Due Diligence Checklist & Disclosure Statement; and (e) disclose to the Buyer's Agent all properties in which the Buyer, as of the date of this Agreement, is either negotiating to acquire or has a present interest in acquiring. Those properties are listed as follows:

The properties listed above [] ARE [] ARE NOT subject to the compensation terms in Section 6.

5. EQUAL HOUSING OPPORTUNITY. All properties will be presented in compliance with federal, state and local anti-discrimination laws.

6. COMPENSATION FOR SERVICES. Buyer agrees to pay the Company for its services provided if, during the initial term, Buyer or any other person acting in the Buyers behalf: (a) acquires any real property (if Buyers Agent is an Exclusive Agent); or (b) acquires any real property shown to the Buyer by the Buyers Agent (if the Buyers Agent is a Non-Exclusive Agent). Payment for services shall be a combination of a flat fee and a percentage of the acquisition price of the property as outlined in Sections 6.1 and 6.2 below.

6.1 "Flat Fee Portion" of Compensation. The Buyer agrees to pay the Company a Base Brokerage Fee of \$295.00. The Base Brokerage Fee shall be due and payable on (a) the date of recording of closing documents for the acquisition of any real property, or (b) the first day of the lease, or (c) the date the option is signed, and

6.2 "Percentage of Acquisition Price" Portion of Compensation. If the property is listed with a brokerage, the selling commission paid to the Company by the listing brokerage shall satisfy the Buyers obligation to the Company under this section 6.2. If the property is not listed with a brokerage, in the absence of a commission agreement with the owner of the selected property, the Company compensation shall be paid by the Buyer in the amount of three percent (3%) of the acquisition price of the property. In any event this compensation shall be paid at closing. Regardless of whether the Buyers Agent is an Exclusive Agent or a Non-Exclusive Agent, the Buyer agrees to pay the Company, if within 120 days after termination or expiration of this Agreement, the Buyer, or any other person acting in the Buyers behalf, acquires any real property shown to the Buyer by the Buyers Agent during the initial term of this Agreement.

7. SPECIAL TERMS AND CONDITIONS. Attach Addendum if applicable.

8. DISPUTE RESOLUTION. The parties agree that any dispute or claim relating to this Agreement shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Each party agrees to bear its own costs of mediation. Any agreement signed by the parties based upon mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this Agreement shall apply.

9. ATTORNEY FEES. Except as provided in Section 8, in case of the employment of an attorney in any matter arising out of this Agreement (including a property acquisition) the prevailing party shall be entitled to receive from the other party all costs and reasonable attorney's fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Buyer's employment of the Company under this Agreement, the Buyer agrees to indemnify the Company from all costs and attorney's fees incurred by the Company in pursuing and/or defending such action.

10. MULTIPLE LISTING SERVICE. The Company is authorized to disclose after closing, the final sales price of the property acquired by the Buyer.

11. FACSIMILE (FAX) DOCUMENT. Facsimile transmission of a signed copy of this Agreement, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. If this transaction involves multiple buyers, facsimile transmissions may be executed in counterparts.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties relating to the subject matter or this Agreement. This Agreement shall not be modified or amended except in writing signed by both parties.

THE UNDERSIGNED BUYER does hereby agree to the terms of this Agreement.

Buyer's Signature

Address/Phone

Date

Buyer's Signature

Address/Phone

Date

STRINGHAM WEST REALTY

By: _____
(Authorized Agent)